Charlotte Democrat.

H E C. BRYANT, Editor.

CHARLOTTE. N C.

Thursday, Jan 7

FIRE IN CHARLOTTE OBSERVER OFFICE.

The Two Principal Floors of the Mechanical Department Burned--Caused By An Explosion in An Attempt to Burglarise the Safe.

The Observer office was visited last Saturday night by a very disasterous fire, and one that five minutes after its outbreak was so fierce that the distruction of the building appeared almost a certainty. This result was averted by the prompt work of the firemen, and the application of cool judgement on the part of those in charge of the hose lines The fire was quick and fierce, and although it was conquered in comparatively short order, the two most important floors in the building were gutted. The bookbindery and job press rooms on the second floor were partially burned and the newspaper composing rooms on the third floor, where the Linotype machines are located, suffered but little less severely. The fire was confined to these two floors, embracing the principal mechanical departments of the Observer. It originated in the private office of Mr. R. E Blakey. the business manager of the Observer's job printing department, which is located on the second floor.

It was just 7 o'clock, and the night editor, the local reporter, the telegraph operator and the compositors had begun the work of making the morning paper. No work was going on in the bindery and press room below, the lights were out and the office locked up for the night. The Linotype men were raising metal into type, and all was going on merily and in full blast, when all the men on the third floor were startled by a dull concussion on the floor below. It sounded like a blow-out explosion. It was followed almost simultaneously by a flash of flame, which was momentarily smothered by a cloud of smoke, but through which the flames quickly reappeared. It seems to have been an explosion, which blew the flames across the second floor, and all the interior of that part of the building was in flames before one could scarsely realize it So quickly did the fire reach the third floor that the men had no time to get their coats, but escaped in their shirt sleeves It all happened so quickly that the men were out and flames were leaping from the windows before an alarm could be turned in. The firemen made a quick response, and shortly after they got to work, they had the fire under control

That part of the building in which the fire occured was designed and constructed especially for publication purposes, and has been known as the most complete and admirably casstructed newspaper office in the south. Visitors have been through it daily since its completion, and they have admired its splendid construction and its convenient arrangement.

The work of the fire was particularly disasterous on the second floor. Where at sundown was seen rows of fine job presses and book binding machinery and all other equippments of a complete establishment, as neat as a parlor, there was an ugly, jumbled up mass of charred and burned machinery; windows gone, walls blackened, pulleys and rods tangled and twisted and the entire interior burned out. How a fire of such duration could have wrought such havoc can only be explained upon the theory of the flames being blown about by the explosion. The bindery and stock were entirely new, and cost $1 500 The paper stock was worth $3,000 Only yesterday, a car load of fine paper was stored in this room. The presses, type, machinery and other fixtures on this floor cost $6 000 Nothing escaped injury The bindery and paper stock were entirely destroyed Some of the presses are injured more severely than others, but in the condition of things Friday night, it was not possible to form anytheng like an exact estimate of the loss sustained on them.

The office of the night editor, local reporter and telegraph operator are located immediately over the scene of the explosion The rooms were charred and partially burned, but the furniture was only slightly damaged Flanking these offices is the batterly of Mergenthaler type-setting machines, the superb affairs that have excited so much admiration from visitors, and the flames swept over them The belts were burned off, the glass from s shattered and the key boards melted.

The "hook" in the composing room was filled with copy at the time, all which was burned.

In the engine and press room the damage was confined chiefly to that done by water.

That the fire originated by an explosion there is no doubt. Everybody in the building can testify to that At first it was thought that it was the explosion of benzine, a small can of which is usually kept in job offices for cleaning rollers and presses, as the puff resembled something of the kind, but this theory did not last long—no longer than the arrival of Manager Blakey, who quickly arrived He said there was not an ounce of benzine in his office and that there could not have been an explosion from that cause. As soon as he was able to get into his office, an interesting discovery was made. His safe was blown open. The combination knob and its outer parts had completely disappeared, the hinges were missing and the door of the safe showed chisel marks so plainly that there could be no mistake about them. This developed a new theory as to the cause of the explosion and the origin of the fire. Dozens of people whose opinions in matters of this kind are entitled to weight inspected the safe and say that it shows that it shows undoubted evidence of having been tamp red with, and that a final effort was made to blow it open The safe contained over $100 in cash The door resisted the shock and the contents were safe The police have a clew which they are working upon. They have a boy in charge who claims to have been passing through the alley between the Observer and the Smith building at the time, and who says that he saw a man jump, or fall, from one of Mr. Blakey's office windows at the time the explosion occurred. From the alleyway a door opens into the passage heretofore mentioned, and by this means it would not have been impossible for a safeblower to have gained entrance to Mr Blakey's office at that particular time of night without detection. If the statement of the boy proves correct, the public will have an easy matter of catching their man. They will only have to pick up the first singed-all-over individual that they come across, for if he was in that room at the time of the explosion he received a blast of fire that marked him.

The afternoon work on the Observer's Sunday edition had been completed, the matter for the supplement was in the hands of the foreman, and the real work of getting out the paper had just begun when the explosion occurred. It could not have been at a more inopportune moment A good deal of the matter had been proved, and a mass of valuable manuscript was destroyed. The throngs of visitors who saw the situation were surprised to find the office force in every department at work before the building was clear of smoke, restoring the work destroyed and making ready to get out the Observer as usual this morning It was a a task surrounded by difficulties, but every man went to work with a will, making the best of the situation and determined to give the Observer readers the best possible paper under the circumstances Many of the visitors expressed surprise that even an attempt should be made of getting out a paper, and while this morning's issue is nothing that the shop feels like bragging on, those who saw the condition of things last night will agree that it is a fairly good excuse for a paper.

Until the fire last night the Observer scarcely realized the hold it has upon the people of Charlotte Manifestations of sympathy overwhelmed the office The newspaper and printing house men of the city pushed their way in to place the facilities of their offices at the Observer's disposal; people who couldn't tell a type from a hole in a chestnut wanted to know if they couldn't help, and others, not to be outdone, got brooms and help to wash the flood away.

BULL FIGHT IN CHARLOTTE.

THEIR TRIAL BEFORE THE MAYOR.

Two Large and Ferocious Animals Locked Horns on Tryon Stseet Thursday--Chief Police Orr Figures as Referee--Blood Ran Freely.

There will be one of the most interstingcases before the mayor this morning that has ever been tried in Charlotte. Thursday morning about ten o'clock some gentlemen from the country brought in a drove of fatted cattle. Among the lot was a large Devon bull, named Jack. He was the picture of strength, and seemed in perfect health, but in somewhat of an angry mood. He sniffed the fog in his nostrils and occasionally pawed the earth. This kingly feeling animal was promenading up and down North Tryon street in front of the city hall. His air was that of a defiant master of the earth and the living things thereon. While strolling about in this meditative mood Mr W. B. Christenbury came driving out of the lot, back of the Charlotte Hote', with his wagon and "old Bob," his big ox Old Bob is one of the largest oxen in the country He is red and white spotted, with a pair of magnificent horns. Just as he came waddling into Tryon street Jack, the cavorting bull, saw him and made for him with tail erect and neck bowed He charged with a vim

The hair on Jack's back fairly bristled with rage Bob, though between the shafts of the wagon, got on a hump when he saw his antagonist coming. Their heads met with a dull thud, and Bob went to his knees. But he rose again with blood in his eye One twist took him from between the shafts. The girth broke, and he had all but freed himself from the harness, when the red devil entered the ring for a second round. He landed a good blow on Bob's left shoulder, which carried him to his knees again. By this time the left front wheel had cut under the bed of the wagon and hoisted it off of the bolsters. The driver yelled for help and in his fright said: "Stop the bull!" Take him away; he will kill my ox" No one obeyed the call. There were many people standing on the streets but none would dare go near. The wagon looked as if it would turn upside down. The driver yelled all the louder But, alas Bob sprang to his feet, and, with a mad rush, gored the saucy bull a good one in the nose. Both animals bellowed with pain and anger. First up and then down they went. Blood was oozing from the red fellow's nose. Bob had landed a true blow The driver whooped for help, and the bulls fought. The dirt wss flying in every direction, and the bellows of the angered animals rent the air. The crowd began to close in From all directions people flew to the scene The groans of the bulls and the shrieks of the man could be heard all about the town. Bob seemed to be running backwards over or under the wagon while his master cried for help. Chief of Police Orr, seeing the imminent danger of the men in the wagon suspended in the air on old Bobs back; and seeing the disadvantage under which Bob labored from being in harness; and knowing the power of such a bull as Jack when enraged, at the peril of his life, rushed into the fray with pistol in front pocket and stick in hand. He began to pelt the aggressive bull over the brow. With the click of the stick on the horn came the fierce, defiant bellowes from Jack's bleeding mouth. Bob had got in some good work After a few hard licks from Chief Orr's heavy hickory stick Jack wheeled and walked away. He scraped dirt over his back with one fore foot as he walked away Both antagonists were placed under arrest, but were bonded out later.

Thrown From a Wagon and Hurt.

Young John Culp, son of Mr. Andy Culp, while on his way to Pineville with a load of wood and a pair of mules was thrown from the wagon and probably seriously hurt. The horses became frighened and ran. Mr. Culp was knocked unconscious for several minutes and was taken up with blood flowing from his nose and mouth. The extent of his injuries is not known. Those who saw him say he was badly bruised

Rodman, Heath & Niven Back at Pineville.

It will be with pleasure that the Pineville people learn that Messrs. Rodman, Heath & Niven will do business there again this year. During the holidays the firm moved to Waxhaw but recently have decided to move to old quarters. They will again do a cash and time business.

LAW DEPARTMENT.

Conducted By C. W. Tillett, of the Bharlotte Bar.

HUSBANDS' LIABILITY FOR NECESSARIES FURNISHED THEIR WIVES.

By John T. Perkins, Esq., of the Morganton Bar.

It is rather remarkable, and perhaps very creditable to North Carolina, that there should be no authorities in the courts of this State on this subject, which was said by the judges, in the celebrated case of Manby vs. Scott, that was argued over and over through all of the courts of England, "to concern a greater portion of mankind than any case ever at the bar of this court, for it concerns so many of both sexes as are married or will be married—nor could such concern be nearer, since it relates to the acts of wives, who are, by the laws of this country and of God, accounted identical with their husbands." They might have added that it concerned merchants, whether married or ever to be married.

The case of Berry vs. Henderson, 102 N. C., 525, went to Supreme Court on an intimation of an able judge that a cook stove was not a "necessary" to a lady who owned $8,000 to $10,000 worth of land, because she could cook on the fireplace, but involved her liability, not the husband's; and the writer of this article moved to dismiss it for want of jurisdiction in justice, which was done, so it is not even an authority on what are "necessaries."

The Code, section 1832, making a wife, abandoned by her husband, a free trader, seems to recognize but not to affect the husband's liability for necessaries, by the proviso that "the liability of her husband for her reasonable support shall not thereby be impaired."

Necessaries can only be defined as articles of use suitable to the station of the family in life, with the qualification that if a husband holds himself or wife as occupying a station that is false, he cannot take advantage of his own fraud, but must "pay for the whistle."

The doctrine of the husband's liability seems founded on an agency of the wife to act for the husband, either presumed, in fact, or implied in law, though as we shall see this agency may sometimes be conclusively presumed in fact and implied in law, in spite of the expressed dissent of the husband.

First—As to liability when parties are residing together as man and wife. Here the presumption is always in favor of her agency, because the law presumes that such confidence and affection exists between them, that the wife will not contract without the authority of the husband, and that the husband will always give her authority to contract for necessaries, suitable to their station in life.

If the husband provide all such necessaries himself, the merchant cannot recover for any goods furnished the wife, unless he can show an express or implied assent to her purchase; because there being no necessity for her purchasing, the law will not presume her agency, and the goods cannot be "necessaries" though they may be strictly within that definition.

If he has forbidden merchants to supply her, while residing with her, the presumption of agency, in fact, cannot arise, and many authorities say the merchant trusts her at his peril and that the husband can never be liable; but if the merchant can show that the husband entirely failed to provide necessaries for her support his liability and her agency is implied in law, against his order and dissent, for, as long as the wife does not violate her duty as wife, she is entitled to his support, and the law will not leave her to starve, Tatalus like, amid the hoarding or "exuberance of his plenty," but as objected by Lord Wyndham, will rather "leave it to a London jury to dress his wife and dine her as they think proper."

Second—When the wife is living apart from her husband. Here the presumption is, to the contrary, that there is no agency in fact, and that the husband is not liable, and the burden is on the creditor to show that she was living apart from her husband under such circumstances as give her an authority implied in law to purchase as his agent and bind him. What are such circumstances?

(1.) If he show that they are living separate by mutual consent, the law implies her authority to use his credit for necessaries suitable to her station, unless he has made and paid her an adequate allowance; and if he has it will not avail the merchant that he had no notice of such allowance being paid her. It might be well here, to note, generally, if the credit is given looking to wife herself for payment the husband cannot be liable (especially under the section of our Code making her a free-trader), because the presumption of agency cannot arise.

(2.) If the separation is upon the default of the wife, and that default be such as would bar her from alimony, the husband can never be liable under any circumstances, for the merchant can only stand in her place and succeed to her right against him, and if she has forfeited her right to support from her husband, he has no one but her to look to.

(3.) If they are separated by the default of the husband (or his conduct and treatment of her is so bad as to be tantamount to turning her out of doors—which is in law a separation by his default), he "sends her into the world with a letter of credit for her necessary support," and his liability is conclusively implied in law, in spite of all notices and forbidding merchants to trust her; he shall not have the right to starve her for his own wrong.

(4.) If the separation is by act of law, as for instance, a divorce, "a menia et thoro," for default of the husband, and alimony be allowed her and paid, that, of course, ends her claim, and husband cannot be liable for necessaries furnished her, for the court has adjudged what was necessary; but if the allowance be not paid, by parity of reason, from his being liable for necessaries when he makes her an allowance, on separation, and fails to pay it, it would seem he should be liable here; but as our Code seems to give her only the right to have property "assigned and secured" in section 1292, and the right to make her claim out of his person by putting and keeping him in jail so he cannot pay it, and not by execution against his property, it would seem more than doubtful if a merchant furnishing her under such circumstances could recover of him. I know no authority on the point.

(5.) My own opinion is that in nine cases out of ten where husband and wife separate both are in default and to blame, and in such case where she leaves her husband, as to the liability of the husband for necessaries furnished the wife—the law hath never adjudged, so that I only give my own opinion, that as the wife is the "better half," she shall go if she will and spend his money.

We know she "will" or else she won't;
That will be ever the same as now;
And if she "does" or if she "don't"
God bless her, anyhow!

THE MARITAL RELATION—SOME OF ITS LEGAL ASPECTS.

—There are no questions of law more interesting and none more difficult of solution, than some that arise out of the marriage relation. We have already discussed through these columns the wife's position in the "eye of the law" and we are very much gratified to present to the readers of this column, the foregoing timely article from one of the clearest-headed lawyers in the State. It is an admirable summary of the law respecting the liability of a husband for articles furnished his wife. No lawyer nor layman can read it without profit.

NEGOTIABLE NOTES—WHAT ARE THEY?—It is a very common thing to hear business men speak of a negotiable note, or, as it is sometimes called, a "bankable note," but there are doubtless very many who use the term without knowing exactly wherein a negotiable note differs from any other note or promise to pay money. Briefly stated, it may be said that a negotiable promissory note is an unconditional promise in writing to pay a certain fixed sum of money at a fixed or determinable time in the future, to a specified person or his order, or to bearer. It will be observed that the characteristic that makes the note negotiable is its certainty, and there are five respects in which the note must be certain in order to be negotiable: (1) As to the payee, (2) as to the maker, (3) as to the amount to be paid, (4) as to the time when the payment is to be made, (5) as to the fact itself of the payment. (Bank vs. Bynum, 84 N. C., 27). So if there is any uncertainty in any of these particulars, for instance, as to the amount to be paid, or if there is any condition attached to the payment, or any clause added to the note, to the effect that it is made subject to any othe contract, any one of these elements of uncertainty will render the note non-negotiable.

DIFFERENCE BETWEEN NEGOTIABLE AND NON-NEGOTIABLE NOTES.—But it may be asked what is the difference in law between a negotiable note and one that is non-negotiable? The answer is that when a negotiable note is duly transferred and assigned, before it is due, to a person who pays value for it, and who has no notice that there is anything wrong about it, or any counter-claim against it, then such innocent holder can compel the maker of the note to pay the full amount of it, although there is some equity or counter-claim existing in favor of the maker of the note as against the party to whom the note was originally made payable. Whereas, on the other hand, if the note were non-negotiable and were transferred, the maker of the note could maintain his equity or counter-claim as well against the party to whom the note was transferred, as he could against the party to whom the note was originally payable. It will be noticed that in order for a purchaser of a negotiable note to have this advantage, he must in the first place pay value for the note, and secondly, must buy it without any notice of any equity or counter-claim existing against it, and thirdly, he must purchase the note before it is due, because after a note is due it is "disgraced" in the eyes of the law, and, therefore, any one who purchases it takes it subject to all of its infirmities.

AN ILLUSTRATION.—Perhaps we can better, by an illustration, explain to the minds of the laymen, this difference between a negotiable and a non-negotiable note. Suppose A sells a horse to B for $200 and warrants the horse to be perfectly sound, and gentle. The purchaser B gives the seller A a negotiable note for the $200, payable six months after date. The horse turns out to be unsound, and there is a breach of the warranty which entitled the purchaser to a claim for damages against the seller.. In the meantime, however, the note is transferred by A to a third party C, before the note is due, for value, and C has no notice that the purchaser of the horse had any counter-claim against the note arising out of the breach of warranty. In this case C, who bought the note, can compel B to pay him every dollar the note calls for. If, however, A had not given B a negotiable note; if, for instance, he had written at the bottom of the note, that the note was subject to a contract of warranty existing between A and himself, then when A transferred the note to C, the latter would be bound to recognize any valid counter-claim that B would have, arising out of the breach of warranty.

A great many of our citizens get into trouble by giving negotiable notes for patent rights and the like to persons who go through the country selling these rights. These patent venders proceed at once to sell these negotiable notes to innocent holders for value, and then, when the patent fails to come up to representations, as it most usually does, the maker of the note is helpless and is compelled to pay the full amount of it. If our citizens will give these notes they may protect themselves by adding a clause at the bottom of the note, stating that the note is given subject to a contract of warranty with reference to the patent.

DRUGGIST LIABLE TO HUSBAND FOR SELLING OPIUM TO A WIFE.

—In an opinion filed on the 24th of November (Holleman vs. Harward, 25 S. E., 972, our Supreme Court held that a druggist who sold laudanum to a man's wife, after he had been forbidden to do so, was liable in an action for damages, caused by the sale of the drug, she having thereby become a confirmed "opium eater." It is a novel case, and it is stated in the opinion that after an examination of the law reports, both in England and in America, only one case similar to it was found. But we think that it is clear that the ruling of our court is correct.

By the same rule of law a dealer in whiskey is liable in damages for selling the intoxicant to a man's wife or to his minor son, after having been forbidden to do so.

MINOR NOT ESTOPPED BY FRAUDULENT REPRESENTATIONS.

—In Carolina Association vs. Black, 25 S. E., 975, at the last term of our Supreme Court, it was held that a minor who falsely and fraudulently represented that she was of full age was not estopped to plead infancy in an action to foreclose a mortgage which she had signed to secure a loan made to her upon the faith of her representation that she was 21. This is an interesting question and one upon which the authorities are much divided, though we think the weight of authority, in numbers at least, is on the side taken by our court. We will state, however, that at the last term of Mecklenburg Superior Court Judge Brown held that a minor would be estopped under such circumstances, by his fraudulent representation as to his age. It would be a difficult task to convince the average mind that it is equitable to hold that a young man who is apparently 21, and who represents that he is of age, and thus secures a loan as security, should be allowed, after spending the money, to plead the "baby act," and have the mortgage declared void. Such, however, is the holding of our Supreme Court, and it should cause business men to be all the more careful in dealing with persons of doubtful age.

TAX TITLES VALID UNDER PRESENT LAW.

—It is related of a Western judge that in charging the jury in an ejectment case, where the plaintiff claimed under a tax title, he told them that a tax title was prima facie void. As a matter of fact it was true in this State for a great number of years, that a sale of land for taxes was in nearly every instance void, by reason of the fact that the sheriff or tax collector was held to a strict compliance with the numerous provisions of the law, and any failure on his part rendered the sale invalid. More than that, it devolved upon the party claiming under the sheriff's deed to show that the sheriff had complied with the law. These statutory provisions, as they existed formerly, were but an encouragement to people to neglect the payment of taxes, and it had come to pass in this State that frequent tax-payers cared very little for the sale of their lands for taxes, knowing that such sales could easily be set aside. And, on the other hand, few people cared to bid at a sheriff's tax sale, and those who did buy lands at such sales feared to bring actions to recover the land, because of the almost certain termination of the suits against them resulting in their having the costs to pay.

TAX COMMISSION OF 1895.—The result of this state of affairs, was that a great many people were evading the payment of their taxes, and in order to remedy the evil, the Legislature of 1885 established a commission to devise ways and means for the collection of taxes. This commission made a report to the Legislature of 1887, and the report was adopted, substantially, and was enacted into a statute which, with some alterations, is the law now in force. This act of 1887 completely revolutionized the law of tax titles, and it made the sheriff's deed conclusive proof, of many of its recitals, and it further prescribed that the failure on the part of the sheriff to comply with many of the requirements was only an irregularity and did not vitiate the sale. Strange to say, however, neither the lawyers nor the laymen seem to think that the act of 1887 meant what it said, and the opinion was still prevalent that this act, which has been substantially re-enacted by every Legislature since 1887, was, for some reason, void. And it was still believed that a tax title was of little value.

TAX CASES BEFORE THE COURT.—So firmly was this idea imbedded in the minds of the people that no suits were brought for several years to test the validity of this new and stringent law. But when the cases did come, they appear to have come in great numbers, and the result of these suits has been all but startling to the profession. In the 118th volume of Supreme Court Reports there are four cases involving the validity of tax titles. They are: Stanley vs. Baird, Peoples vs. Taylor, Sanders vs. Earp and Moore vs. Bird. These cases were tried in the Superior Court before Judges Graham, Boykin, Timberlake and McIver, and in every one of these cases, save the one tried by Judge Graham, the Superior Court judges held that the tax titles were void, thus following the instincts of the profession on the subject. When these cases were tried in the Supreme Court all the opinions adverse to the tax titles were reversed, and the validity of these titles was upheld.

RESULT OF THESE DECISIONS.—As the result of these four opinions in the 118th Report, it may be said that the tax title is now not only prima facie good but it is absolutely unassailable in most instances. There is no criticism to be made of the decisions. They merely upheld the statute, and though it is suggested in more than one of the opinions that the provisions of the law are too stringent, it is said that that is a matter for the Legislature, and not for the court. Under this law if a sheriff fails to notify a party as to his taxes, or fails to exhaust the personal property before selling the land, as he is required to do, these are mere irregularities that do not effect the validity of the tax title; and in fact the law goes to the extent of saying that in suits involving these tax titles, the person claiming title adverse to the sheriff's deed, shall be required to prove, in order to defeat the title either that the land was not subject to taxes for the year named in the deed, or that the taxes had been paid before the sale, and further that no person shall be permitted to dispute the title acquired by the sheriff's deed, without first showing that he, or the person under whom he claims title, had paid all the taxes due upon the property.

In one of the cases supra, Moore vs. Bird, the land was listed as the property of one Riddle, and the defendant, Bird, who was the true owner of the land, had no notice from the sheriff or from any one about the taxes until the land was sold, and when it was sold for taxes it was sold as Riddle's land, and was bought in by the plaintiff, Moore. The court held that inasmuch as Bird could not show that the taxes on the land had been paid by him, the sale to Moore was valid.

CONSTITUTIONALITY OF THE ACT.—In Peoples vs. Taylor, one of the cases referred to, Chief Justice Faircloth stated that the counsel had argued that the act was unconstitutional, and had cited eminent authority to sustain that view, but he declined to entertain this question, because it had not been properly raised in the case.

In Moore vs. Bird, however, Judge Clark expressly says: "There is no constitutional inhibition disabling the Legislature from passing this act, and the court must administer its plain provisions."

LIABILITY OF SHERIFFS.—Let all sheriffs and tax collectors of the State take notice that two of the Supreme Court justices have gone a little out of the way to give a clear intimation that a sheriff who sells a man's land without having complied with the requirements and giving all notices, will be himself liable to the defaulting tax-payer for the value of the land, and besides, may be indicted in a criminal action. It is true that this is a dictum from these judges, but it is enunciated with more than ordinary earnestness and emphasis, and seems expressly intended as a warning to these officers.

It may be suggested, in reply to this dictum, that it would be difficult for a defaulting tax-payer who seeks to charge the sheriff with negligence to escape the plea of contributory negligence, in view of the fact that he would be compelled to admit himself negligent in failing to pay his taxes. And it would be a continuing negligence on his part, and, it would seem, ought to defeat any recovery against the sheriff.

Pineville Circuit Appointments.

Harrison—1st and 3rd Sundays, 11 a. m., sunday school at 10 a. m., W. E. Cunningham, supt

Pineville—2nd and 4th Sundays 11 a m., Sunday school at 10 a m 3 p m, Jno. A. Younts, superintendent

Marvin—1st and 3rd Sundays 3 p m., Sunday school at 10 a. m and 1.30 p m., Geo. W. Sutton, supt.

Hebron—2nd and 4th Sundays, 3 p. m., Sunday school 10 a. m. and 1 30 p. m., Chas. M. Campbell, supt.

THOS W. SMITH P. C.